

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE:)	
)	CASE NO. 23 B 00235
Nashonna Turner,)	Honorable Judge: A. Benjamin Goldgar
Debtor)	CHAPTER 7
)	
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Nashonna Turner,)	
)	
Plaintiff)	
)	
v.)	ADV. NO. 23 AP 00015
)	
U.S. Department of Education,)	
)	
)	
Defendant)	

STIPULATION AND NON-OPPOSITION TO DISCHARGE

Plaintiff, Nashonna Turner (Plaintiff) and defendant United States Department of Education (Defendant) stipulate and agree as follows:

1. Plaintiff filed a voluntary petition for relief under Chapter 7 of the United States Bankruptcy Code on January 9, 2023.
2. Plaintiff filed the above captioned adversary proceeding to determine the dischargeability of student loan debt based on undue hardship pursuant to 11 U.S.C. § 523(a)(8).
3. Plaintiff is indebted to the Department of Education on account of two consolidation loans that were disbursed in 2017: a subsidized consolidation loan disbursed in the amount of \$55,368 (the Subsidized Consolidation Loan) and an unsubsidized consolidation loan disbursed in the amount of \$66,262 (the Unsubsidized Consolidation Loan). As of February 2023, the balance of those two consolidation loans was \$130,989.

4. The loans described in the preceding paragraph fall within the category of loans described in 11 U.S.C. § 523(a)(8)(A)(i).

5. Plaintiff and the Department of Education stipulate that excepting Plaintiff's debt on the Unsubsidized Consolidation Loan from discharge would impose on undue hardship on Plaintiff and, therefore, such debt is dischargeable under 11 U.S.C. §523(a)(8) in the above captioned bankruptcy case. In addition, Plaintiff and the Department of Education stipulate that \$36,096 of the balance of the Subsidized Consolidation Loan is not dischargeable in the above captioned bankruptcy case but the remaining balance of the Subsidized Consolidation Loan is dischargeable under 11 U.S.C. §523(a)(8).

7. Plaintiff and the Department of Education agree to seek the entry of a judgment order in the above captioned adversary proceeding that is consistent with the terms of this stipulation.

8. The parties certify that they have read and fully understand this stipulation.

Agreed:

Dated: April 29, 2024

By: /s/ Megan Holmes
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Dated: April 29, 2024

By:

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